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September 26, 2015

Hon. Lorna G. Schofield
United States District Court Judge
Thurgood Marshall United States Courthouse
40 Foley Square
New York, New York 10007

Re: *US Airways, Inc. v. Sabre Holdings Corp., et al.*, No. 1:11-cv-02725-LGS
Response to US Airways' Letter Dated September 24, 2015

Your Honor:

I write in response to US Airways' request for an extension of the deadline to respond to Sabre's Rule 68 offer. (ECF No. 360; ECF No. 361). US Airways is wrong in asserting that Sabre's Rule 68 offer is "premature." In light of the Court's September 4 Order dismissing US Airways' declaratory judgment claim, the only remaining relief available to US Airways is \$20 in damages along with reasonable costs and attorneys' fees. There is no dispute that Sabre's offer provides that relief completely. *See* Ex. A, Sabre Rule 68 Offer Dated Sept. 9, 2015; *US Airways, Inc. v. Sabre Holdings Corp.*, No. 11 CIV. 2725 LGS, 2015 WL 5188812, at *6 (S.D.N.Y. Sept. 4, 2015) ("Under US Airways' argument, whether or not Sabre's offer on July 9, 2015, provides complete relief, there would be complete relief if such an offer is made now as the declaratory judgment relief is dismissed.").

Sabre is therefore entitled to entry of judgment now, or no later than upon resolution of US Airways' motion to "unwaive" its damages claims. US Airways' request for an extension of time to respond to Sabre's offer is just another round of procedural gamesmanship aimed at avoiding the consequences of its decision to knowingly and voluntarily waive its damages claim. Nevertheless, Sabre will agree to extend its Rule 68 offer until the Court rules on US Airways' motion, to the extent the Court does not first enter judgment.

Sincerely,



Chris Lind

cc: Counsel of Record

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

US Airways, Inc.

Plaintiff,

v.

Sabre GLOB Inc.
Sabre Holdings Corp.
Sabre Travel Int'l Ltd.

Defendants.

Civ. A. No. 1:11-cv-02725-LGS

ECF Case

**SABRE'S OFFER OF JUDGMENT TO US AIRWAYS
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 68**

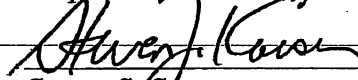
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Sabre GLOB, Inc., Sabre Holdings Corp., and Sabre Travel Int'l Ltd. (collectively "Sabre") hereby make the following offer of judgment to US Airways, Inc. ("US Airways") that affords complete relief on all of US Airways' remaining claims in the above-captioned litigation:

1. Sabre agrees to pay US Airways \$20 plus reasonable costs and attorneys' fees in an amount to be determined by the Court.
2. Sabre agrees to the entry of judgment against Sabre on all remaining claims without an admission of liability. Sabre's offer of judgment pertains only to those claims currently remaining in the above-captioned action as of the date of this offer. Sabre's offer does not apply to any claim, or component thereof, that has been withdrawn, waived, dismissed, or on which the Court has entered judgment in favor of Sabre prior to the date of this offer.
3. This offer is being made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed as an admission by Sabre that it is liable for any of the conduct alleged

in the Second Amended Complaint, ECF No. 315, or that US Airways has been injured in any way. Evidence of this offer shall not be admissible for any purpose and may not be used in any way in this or any other matter other than as provided in Fed. R. Civ. P. 68.

September 9, 2015

Respectfully submitted,



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